

May 25, 1942.

Mr. Louis G. Lower, Director,
Municipal Auditorium,
Kansas City, Missouri.

Dear Louis:

I am returning one of the signed copies of our contract for our Great Lakes game in your Municipal Auditorium on January 30, 1943.

I am also writing you to ask you to hold for us the date of January 29, as I have written to Major Bernie W. Bierman, Director of Athletics in the Naval Aviation Pre-Flight School at Iowa City, asking for a game with his outfit on the 29th. In that case Kansas would have two nights of it, and I believe we could build quite a patriotic program around the two nights.

The reason that we could not play Oklahoma Aggies and Great Lakes was because Tony Hinkle, of Great Lakes, closed with the University of Missouri at Columbia, Missouri, on January 29th. That blew up our ship, but this will go mighty well, I think. The fact that we are playing Bierman's outfit on the 29th will not take much from the Great Lakes attraction, which is a foregone conclusion. And the two nights will possibly affect the play of Kansas against the Great Lakes on account of being a little tired, but we must remember that Great Lakes is playing Missouri the night before, so nobody should be badly hurt.

I will write you right away, as soon as I hear from Major Bierman.

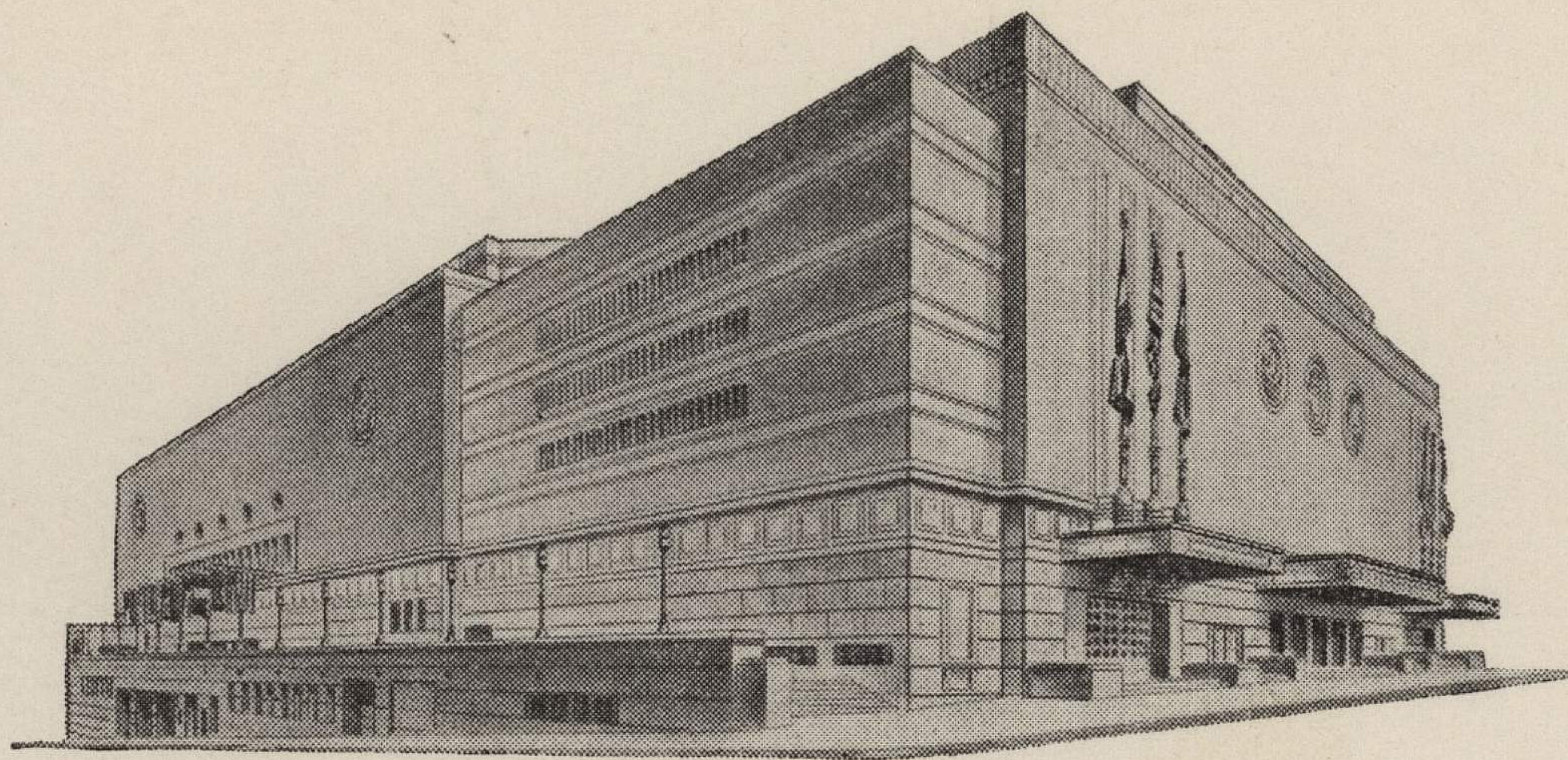
Sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball and Baseball Coach.

FCA:AH
Enc.

ADVISORY BOARD

FRED G. BUFFE
Chairman
JOHN C. GROVER
Vice-Chairman
H. E. BONING, JR.
Secretary
BARNEY L. ALLIS
HARRY M. GAMBREL
R. CROSBY KEMPER
FRED M. LEE
DORMAN H. O'LEARY
HARRY H. WELSH, JR.



MAIN ARENA
12,000 seating capacity
MUSIC HALL
2,572 seating capacity
LITTLE THEATRE
600 seating capacity
EXHIBITION HALL
120,000 square feet
COMMITTEE ROOMS (23)
seating capacities 25 to 500

MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

~~LOUIS G. LOWER, Director~~
LOUIS G. LOWER, ~~Asst~~ Director

May 16, 1942.

Dr. Forrest C. Allen
University of Kansas
Lawrence, Kansas

Dear "Phog":

No apology necessary for your over looking my title. As a matter of fact, the Auditorium staff has never paid much attention to titles anyway and that policy will continue. We try to build up the same spirit of teamwork that has been always present in your basketball teams.

In accordance with your request, you will find enclosed contracts for the Rockhurst - Kansas University game on December 11, 1942. I will be glad to hear from you if other plans develop.

With kindest personal regards, I am

Sincerely yours,

A handwritten signature in cursive script that reads "Louis G. Lower". The signature is written in dark ink and is positioned above the typed name.

Louis G. Lower,
Director

LGL:EH
Enc: 2
contracts.



CONTRACT AND LEASE

This Agreement, Made on the 16th day of MAY 1942,
by and between the City of Kansas City, Missouri, a municipal corporation, represented in the entering of this contract by the Municipal Auditorium Director, hereinafter designated as the Lessor, party of the first part, and

to select from the entire list of available seats Mr. Grinn Henry of seats of his own choice, all said boxes the Advisory Board of the Municipal Auditorium, through the Director of the Auditorium, shall have the right agent or representative of Director of Athletics, University of Kansas. shall have the right to select from the entire list of boxes, seats, if the performance, exhibition or display is that the Advisory Board of the Municipal Auditorium, through the Director of the Municipal Auditorium, shall to any other matter which is usual and customary in the managing and organizing of said building. Further, party of the second part, hereinafter designated as Lessee,

WITNESSETH:

That the party of the first part, the Lessor, Kansas City, Missouri, in consideration of the covenants and agreements herein contained, and of the faithful performance of the Lessee of all such covenants and agreements hereby grants unto said Lessee the right to use and occupy the

and hold premises the Lessor against and claim for damages of such character, either to the Lessee or to and agrees to make no claim against the Arena on Friday, December 11, 1942. of any nature to persons or property located in or about said building and premises and the Lessee covenants force to maintain order and protect persons and property. The Lessor assumes no liability for injury, person acting for or in behalf of said Lessee, and said Lessee agrees to have on hand at all times sufficient of the Municipal Auditorium Building, situated at 13th & Wyandotte Sts., Kansas City, Missouri, for the following and no other purpose, to wit:

Basketball games
during the hours and upon the dates hereinafter specified, to wit:

-customary basketball set-up)
SET UP 7:00P.M. to 11:59 P.M.

OPEN TO PUBLIC

REMOVAL

with such special arrangements as are here set forth

The Lessor further agrees:

1. To permit the Lessee, upon the faithful performance of the terms of this lease, peaceably and quietly to have, hold and enjoy the use of said premises for the purposes and for the term aforesaid, accidents and unavoidable delays excepted.
2. To furnish, at the Lessor's expense, reasonable heat for the said premises for the purposes aforesaid, accidents and unavoidable delays excepted.
3. To furnish, at the Lessor's expense, light for ordinary use only, for said premises, when and as required in the reasonable opinion of the Director of said building, for the purposes aforesaid, accidents and unavoidable delays excepted.
4. To furnish water from the Kansas City Water Works by means of the regularly installed appliances for ordinary toilet and drinking purposes only, accidents and unavoidable delays excepted.
5. To furnish standard sets of reserved seat tickets, to handle the advance sale of tickets, to provide the customary basketball set up in the Arena and to furnish ticket sellers, ticket takers, and ushers.

deduction of Federal and State taxes.
Both the Lessor and the Lessee agree and understand that it is their intent to be paid for the rights of the Lessee
To pay to the said Lessor for its rights under this lease and agreement the sum of \$1.00 to be
The Lessee hereby covenants and agrees:

The Lessee hereby covenants and agrees:

1. To pay to the said Lessor for its rights under this Lease and Agreement the sum of \$1.00 to be paid at the time this contract is signed, plus 20% of all gate receipts after deduction of Federal and State taxes.

Both the Lessor and the Lessee agree and understand that if a flat rate is to be paid for the rights of the Lessee under this contract and lease, then the Lessee is to pay all municipal, state and federal taxes upon the receipts taken in, which are required to be paid, whether in the nature of a sales tax, amusement tax, privilege tax or any other kind of a tax, and if the Lessee claims to be exempt from any such tax the Lessee shall in advance obtain in writing a statement acknowledging its exemption from the proper governmental branch and present such statement to the Director of the auditorium in advance of the particular performance or occasion that the exemption relates to. Further, in the absence of such a presented exemption the party of the first part is hereby granted a lien upon all moneys received in its custody for any performance, exhibition or other public use and from such money shall be entitled to take therefrom such sum as is necessary to pay the tax or taxes owing. If the party of the second part is to pay a percentage of the receipts taken in on any performance, exhibition or other public use for its rights received under this contract and lease, then the party of the first part has a general lien over all such money taken in with the right to take from such money such sum as is necessary to pay said tax or taxes, and then from the remaining amount the parties hereto take their specified percentages. Further, the party of the first part has a lien over all box office receipts with the right to take therefrom the money owed it as rental under this contract and lease, and also a lien over said box office receipts for the purpose of and with the right to deduct from said box office receipts a sufficient amount of money to pay the costs of stage hands, musicians, ushers, door men, ticket takers, spot light operators, motion picture operators, and any and all other employees of said Lessee who may be called in, either by said Lessor or by said Lessee, for the convenience of said Lessee and at the said Lessee's request, for said attraction provided for by this contract and lease, it being distinctly understood and agreed, however, that all and each of the above mentioned employees are and remain employees of the Lessee herein solely, and the Lessor is in no way or manner responsible for any moneys whatsoever claimed by said employees for work or labor done in any way in connection with said attraction.

The party of the first part and the party of the second part agree that:

1. The party of the first part will not advertise any performance, exhibition, attraction, or public display except with the specific permission of the Director of the auditorium as to the means and manner of such advertising, and shall advertise only in such papers and by such means and in such a manner as the Auditorium Director agrees to, and no billing, distributing or advertising of any kind whatsoever in the newspapers, or in any other form, paper, or manner shall be done by the Lessee without the actual and specific consent of the Auditorium Director. A violation of this clause is agreed and understood to be against the essence of this contract, and shall be considered a violation of the whole contract, rendering it voidable at the option of the Lessor.

2. That said Lessee will comply with all rules and requirements of the Police Department and Fire Department and other municipal authorities of Kansas City, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done anything on said premises during the term of this lease in violation of law.

3. That said Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven, nails, hooks, tacks or screws into any part of said building and will not make nor allow to be made any alterations of any kind therein; that no bills, signs or other articles shall be pasted, nailed or otherwise attached to any part of the interior of said building in such manner as to injure, deface or destroy the same, nor shall any signs, bills or other articles be in any manner attached to the exterior walls or said premises or any other portion of said premises without the approval of the Director of the auditorium.

4. That if said premises or any portion of said building during the term of this lease shall be damaged by the act, default or negligence of the Lessee, or of the Lessee's agents, employees, patrons, guests or any person admitted to said premises by Lessee, Lessee will pay to the Lessor upon demand such sum as shall be necessary to restore said premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises by or with the consent of any person acting for or in behalf of said Lessee, and said Lessee agrees to have on hand at all time sufficient police force to maintain order and protect persons and property. The Lessor assumes no liability for injury of any nature to persons or property received in or about said building and premises and the Lessee covenants and agrees to make no claim against the Lessor for damages for such injuries, and agrees to indemnify and hold harmless the Lessor against any claim for damages of such character, either to the Lessee or to any employees or to other persons including patrons or guests of the Lessee.

5. That said Lessee shall not assign this lease nor suffer any use of the said premises other than that herein specified, nor let nor underlet the same, nor suffer any article to be brought into or act done on said premises which vitiate or increase the premiums on the policy or policies of insurance held by the Lessor on its building, of which said premises are a part.

6. That the Advisory Board of the Municipal Auditorium and the Municipal Auditorium Director and anyone who shall present from them or him in writing a proper statement that that person is to be admitted, shall have at all times free access to said premises for the purpose of making necessary inspections or attend to any other matter which is usual and customary in the managing and regulating of said building. Further, that the Advisory Board of the Municipal Auditorium, through the Director of the Municipal Auditorium, shall have the right to select from the entire list of boxes, four boxes, if the performance, exhibition or display is given in the arena of the Municipal Auditorium, and if given anywhere else in the Municipal Auditorium, then the Advisory Board of the Municipal Auditorium, through the Director of the Auditorium, shall have the right to select from the entire list of available seats a number of seats of his own choice, all said boxes and seats being provided to said Director for each and every performance, exhibition or display given, without cost or other remuneration.

7. That the keys and other locking devices shall at all times be in the possession and control of the Lessor.

8. Said Lessee agrees to abide by and conform to all rules and regulations from time to time adopted by or prescribed by the Lessor, for the government and management of said building; to take the proper care of the demised premises during said term; to quit and surrender up said demised premises to the Lessor at the end of said term in the same condition as at the date of the commencement of this contract and lease, ordinary use and wear thereof only excepted. The Lessee hereby acknowledges and recognizes that certain

portions of the Municipal Auditorium and certain functions that are carried on therein operate under certain union regulations and on a union basis. The Lessee agrees that if his particular function, exhibition, display, or use, is of the type that comes within these union rules recognized by the Director of the Municipal Auditorium, then the Lessee agrees to operate under them and abide by them.

9. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or its representatives may re-enter the same either by force or otherwise without being liable for any prosecution therefor, and may at its own option relet the said premises as the agent of said Lessee and receive the rent therefor, applying the same, first, to payment of such expenses as may be incurred in re-entering and reletting said premises, and then to the payment of the rent due under this contract and lease; the surplus, if any, to be paid over to the Lessee, and said Lessee covenants and agrees hereby to pay to the Lessor, on demand, the balance, if any, of the rental herein agreed to be paid remaining after deducting the net rental resulting from such reletting; but nothing herein contained shall be construed as imposing any obligation on the Lessor to relet or attempt to relet the said premises nor does the Lessor assume any such duty, nor shall anything herein contained be construed in any way to affect the obligation of the Lessee to pay the full amount of said rental in case said premises shall not be so relet.

10. That in case the Municipal Auditorium Building, or any part thereof, shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, lockouts, boycotts and civil insurrections, shall render the fulfillment of this lease by the Lessor impossible, then and thereupon this lease shall terminate; and in the event the term of this lease shall have begun prior to any such occurrence, the Lessee shall pay rental for said premises up to the number of hours as the unit of measuring at the rate herein specified; and in the event of any such occurrence prior to the beginning of the term of this lease, then this lease shall not become effective; and in either event, said Lessee hereby waives any claim for damages or compensation because of any such termination.

11. That the Lessor and its employees, servants and agents shall not be responsible for any damage or injury that may happen to the property of the Lessee, or to the property of the Lessee's agents, servants and employees, or to property that may belong to any other person, including any of the general public that may attend said leased portion of the Auditorium, where said loss arises from theft, fire or any other circumstance, and said Lessee hereby expressly releases Lessor from said losses and agrees to indemnify it against any and all claims for such loss, damage or injury in cases both where the Lessee is the actor and in cases where the Lessee has, in compliance with this contract and lease, entered into a sub-lease or sub-contract.

12. That the Lessor, through its concessionaire, reserves the sole right to sell refreshments, including food, confectionery, drinks, cigars, cigarettes and other such articles, and the right to conduct check stands, and the Lessee shall not engage in any of the aforesaid business in the building, without the written consent of the Director of the Auditorium.

13. That the Lessor reserves the right to remove from the building all effects of whatsoever nature left within it by the Lessee after the expiration of the time covered by this contract and lease; or to charge an additional rental at the same rate per date provided in this contract if written notice is given to remove such effects to the Lessee, and they are not immediately removed; and the Lessee agrees to pay to the Lessor an amount to cover the cost of removing such effects or the cost of such additional rental.

14. That in the handling, control, custody, and keeping of receipts and funds and moneys, whether the same are received through the box office or otherwise, the Lessor is acting for the accommodation and benefit of the Lessee, and that as to such receipts and funds the Lessor shall be responsible only for gross neglect or bad faith. The Lessee promises to do no act that will prejudice the insurance of the Lessor concerning the bonding of the employees of the Lessor in the handling of the box office receipts. The Lessee further agrees with the Lessor that the only persons who are to have the right to be in the box office are those employees of the Lessor directly engaged in the box office work, the Director and Auditor of the Municipal Auditorium, and the manager of the Lessee for the purpose of checking the number of sales made, and no others.

15. The Lessee hereby agrees that the Lessor has the unqualified right to cancel this contract and lease without refunding any money paid thereunder, or without any loss or detriment to said Lessor if the Lessee has misrepresented in any manner or in any degree the type or nature of the attraction to be held in said leased premises, if said misrepresentation in any manner influenced said Lessor in entering into this contract and lease, and said Lessee hereby agrees that said Lessor is the sole judge, through its duly appointed agent, the Director of the Auditorium, of whether or not the said misrepresentation did so influence it in entering into said contract and lease; further said Lessee assumes the duty of disclosing to said Lessor whether or not the attraction to be held in said leased premises is in any manner or means of a political nature, and failure to so disclose makes this contract and lease voidable at the election of the Lessor.

16. And the said Lessee further covenants, agrees and understands that if any default is made in the payment of the rent or any part thereof at the time above specified, or if any default is made in the covenants or agreements herein contained, this contract and lease and the relation of landlord and tenant at the option of the Lessor, shall cease and terminate and the relation of the parties shall be the same in all respects as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons therefrom, and resort to any legal proceeding to obtain such possession, and the said Lessee shall notwithstanding said re-entering, pay the full amount of said rental as herein agreed to be paid.

The party of the first part and the party of the second part hereby agree, stipulate, and recognize that in the entering of this contract and lease they are not in any way partners, co-partners, or in any way jointly interested in any mutual enterprise but are to each other Lessor and Lessee respectively, and occupy that status only.

This agreement shall bind the parties and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the city of Kansas City, Missouri, a municipal corporation, represented in this contract by its Auditorium Director, has caused this contract to be signed by its Auditorium Director, for and on behalf of Kansas City, Missouri, and the Lessee has signed the same in duplicate the day and year first above written.

KANSAS CITY, MISSOURI

By Louis J. Lower
Municipal Auditorium Director.

This contract is subject to clause # 17 which is on the back of this contract.

Director of Athletics, University of Kansas.
By Swain Henry
Party of the Second Part.

Vertical stamp: 1915-December 11th 1915
BANKERS BUILDING

17. The parties hereto being cognizant that the United States is at war and that a war emergency exists and that demands have been made by the United States Government upon the City and its facilities, and that other demands may in the future be made, it is therefore understood and agreed between the parties hereto that in the event the United States Government, or any department or agency thereof, desires to lease or use any part of the Municipal Auditorium Building involved or affected by this lease, then this lease may be immediately cancelled by the lessor without notice thereof; and furthermore the lessor also reserves the right to change the dates herein specified at lessor's discretion, and the lessee hereby waives any claim he may have or which might arise by reason of such cancelation or change of dates.

IN WITNESS WHEREOF the City of Kansas City, Missouri, a municipal corporation, represented in

This agreement shall bind the parties and their respective heirs, executors, administrators and assigns

interested in any manner whatsoever and to each other lessor and lessee respectively and occupy that status

The party of the first part and the party of the second part hereby agree, subscribe, and recognize that in

and the said lessee shall notwithstanding said re-entering, pay the full amount of said rent as herein agreed

10. And the said lessee further covenants, agrees and understands that if any default is made in the disclosure makes this contract and lease voidable at the election of the lessor.

12. The lessee hereby agrees that the lessor has the undisturbed right to cancel this contract and lease the manager of the lessee for the purpose of checking the number of sales made, and no others.

14. That in the handling, control, custody, and keeping of receipts and funds and moneys, whether the amount to cover the cost of removing such effects or the cost of such additional rental.

15. That the lessor reserves the right to remove from the building any effects of whatsoever nature left

16. That the lessor, through its authorized agents, reserves the sole right to sell refreshments, including

17. That the lessor and its employees, servants and agents shall not be responsible for any damage

18. That in case the Municipal Auditorium Building, or any part thereof, shall be destroyed or damaged by

herein contained be construed in any way to affect the obligation of the lessee to pay the full amount of said

19. That if the said premises, or any part thereof, shall become vacant during said term, the lessor or

or use, is of the type that comes within these union rules recognized by the Director of the Municipal Auditorium regulations and on a union basis. The lessee agrees that if his particular function, exhibition, display, portions of the Municipal Auditorium and certain functions that are carried on therein operate under certain

BASKETBALL GAMES
Arena-December 11, 1942.

DATE December 11, 1942.

PORTION RENTED
Arena
PURPOSE
Basketball games

DEPARTMENT OF
MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

Lessor,

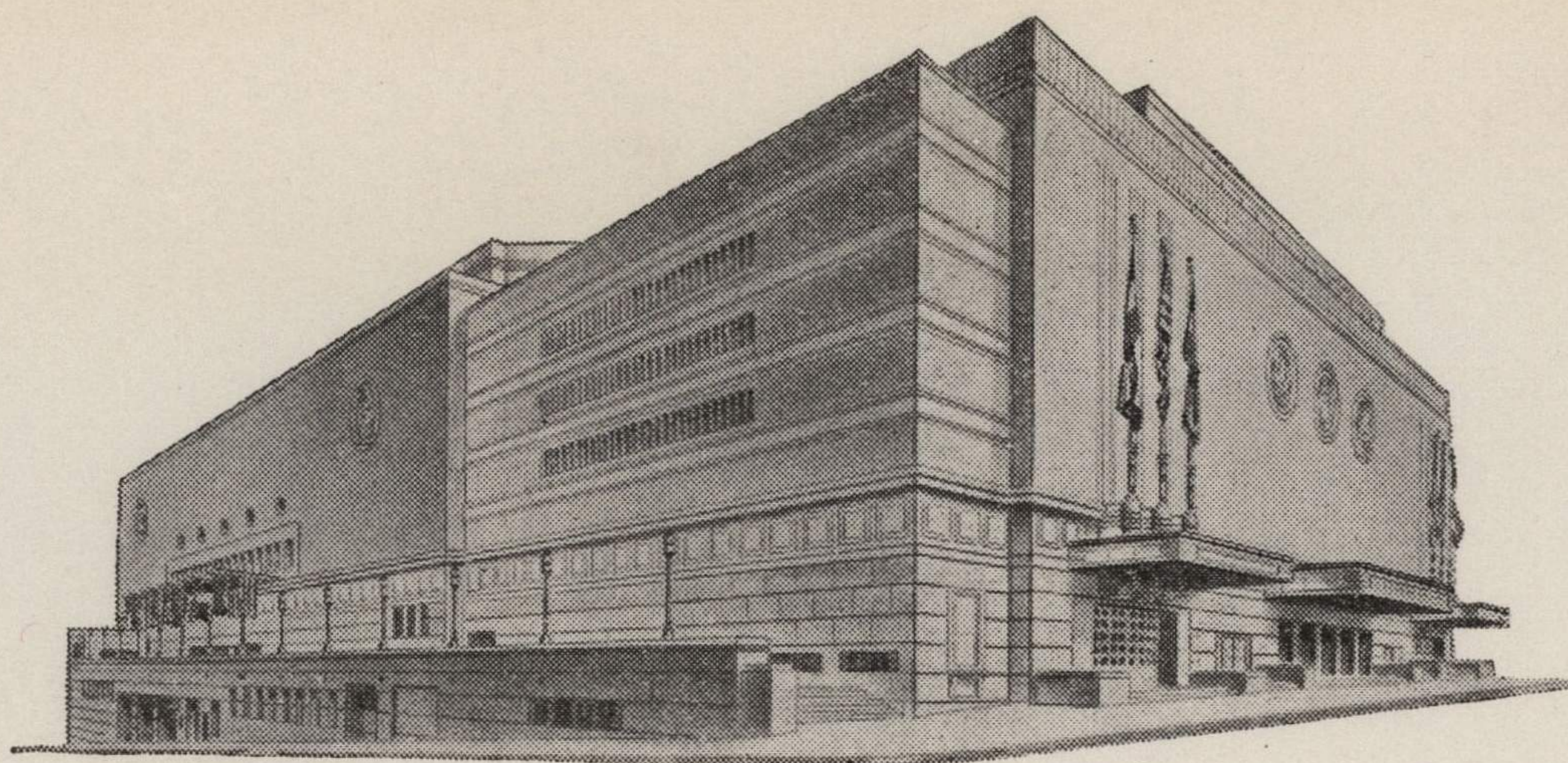
TO

Mr. Gwinn Henry
Director of Athletics
University of Kansas.

Lessee.

RENTAL.

ADVISORY BOARD
FRED G. BUFFE
Chairman
JOHN C. GROVER
Vice-Chairman
H. E. BONING, JR.
Secretary
BARNEY L. ALLIS
HARRY M. GAMBREL
R. CROSBY KEMPER
FRED M. LEE
DORMAN H. O'LEARY
HARRY H. WELSH, JR.



MAIN ARENA
12,000 seating capacity
MUSIC HALL
2,572 seating capacity
LITTLE THEATRE
600 seating capacity
EXHIBITION HALL
120,000 square feet
COMMITTEE ROOMS (23)
seating capacities 25 to 500

MUNICIPAL AUDITORIUM KANSAS CITY, MISSOURI

~~EUGENE C. ZACH~~ ~~Incumbent~~ Director
LOUIS G. LOWER, ~~Acting~~ Director

May 11, 1942.

Dr. Forrest C. Allen
University of Kansas
Lawrence, Kansas

Dear Sir:

The title is not exactly correct as I am now called the Assistant Director. I have taken over Louis Lower's job and Lou, as you know, has moved up to the Director position.

I am glad to know that you are going to have several basketball games in the Auditorium during the winter months. I am enclosing contracts for your game on January 30, 1943 with the Great Lakes Naval Training Station and we are holding January 29 for you in case that you want to have a game before you play the sailors.

For your game with the Rockhurst College, the best night available at the present time is Friday, December 11; however, the 15th and 16th are still open in case you might have to change the date of the Creighton game. Saturday, December 12 has already been booked, however, we could give you most any day during the week of December 7 to 11 as these are all open at the present time.

We are holding the above dates for you until we receive your final word as to what arrangements you have made for Rockhurst and Oklahoma "Aggies", if you have an opportunity to play them.

Yours truly,

A handwritten signature in cursive script that reads "C. B. Hoff".

Clarence B. Hoff,
Assistant Director.

CBH:EH
ENC: contracts.



CONTRACT AND LEASE

This Agreement, Made on the 11th day of MAY 1942,
by and between the City of Kansas City, Missouri, a municipal corporation, represented in the entering of this contract by the Municipal Auditorium Director, hereinafter designated as the Lessor, party of the first part, and

Dr. Forrest C. Allen

agent or representative of **Director of Physical Education, University of Kansas.**

party of the second part, hereinafter designated as Lessee,
WITNESSETH:

That the party of the first part, the Lessor, Kansas City, Missouri, in consideration of the covenants and agreements herein contained, and of the faithful performance of the Lessee of all such covenants and agreements hereby grants unto said Lessee the right to use and occupy the

Arena on Saturday, January 30, 1943.

of the Municipal Auditorium Building, situated at 13th & Wyandotte Sts., Kansas City, Missouri, for the following and no other purpose, to wit:

Basketball games

during the hours and upon the dates hereinafter specified, to wit:

SET UP-customary basketball arrangements)
7:00P.M. to 11:59P.M.

OPEN TO PUBLIC

REMOVAL

with such special arrangements as are here set forth and requirements of the Police Department and Fire Department.

The Lessor further agrees:

1. To permit the Lessee, upon the faithful performance of the terms of this lease, peaceably and quietly to have, hold and enjoy the use of said premises for the purposes and for the term aforesaid, accidents and unavoidable delays excepted.
2. To furnish, at the Lessor's expense, reasonable heat for the said premises for the purposes aforesaid, accidents and unavoidable delays excepted.
3. To furnish, at the Lessor's expense, light for ordinary use only, for said premises, when and as required in the reasonable opinion of the Director of said building, for the purposes aforesaid, accidents and unavoidable delays excepted.
4. To furnish water from the Kansas City Water Works by means of the regularly installed appliances for ordinary toilet and drinking purposes only, accidents and unavoidable delays excepted.
5. To furnish **standard sets of reserved seat tickets, to handle the advance sale of tickets, to provide the customary basketball set up in the Arena and to furnish ticket sellers, ticket takers, and ushers.**

deduction of Federal and State taxes.

be paid at the time this contract is signed, plus 50% of all late receipts after

1. To pay to the said Lessor for its rights under this lease and agreement the sum of \$1.00 to

The Lessee hereby covenants and agrees:

The Lessee hereby covenants and agrees:

1. To pay to the said Lessor for its rights under this Lease and Agreement the sum of \$1.00 to be paid at the time this contract is signed, plus 20% of all gate receipts after deduction of Federal and State taxes.

Both the Lessor and the Lessee agree and understand that if a flat rate is to be paid for the rights of the Lessee under this contract and lease, then the Lessee is to pay all municipal, state and federal taxes upon the receipts taken in, which are required to be paid, whether in the nature of a sales tax, amusement tax, privilege tax or any other kind of a tax, and if the Lessee claims to be exempt from any such tax the Lessee shall in advance obtain in writing a statement acknowledging its exemption from the proper governmental branch and present such statement to the Director of the auditorium in advance of the particular performance or occasion that the exemption relates to. Further, in the absence of such a presented exemption the party of the first part is hereby granted a lien upon all moneys received in its custody for any performance, exhibition or other public use and from such money shall be entitled to take therefrom such sum as is necessary to pay the tax or taxes owing. If the party of the second part is to pay a percentage of the receipts taken in on any performance, exhibition or other public use for its rights received under this contract and lease, then the party of the first part has a general lien over all such money taken in with the right to take from such money such sum as is necessary to pay said tax or taxes, and then from the remaining amount the parties hereto take their specified percentages. Further, the party of the first part has a lien over all box office receipts with the right to take therefrom the money owed it as rental under this contract and lease, and also a lien over said box office receipts for the purpose of and with the right to deduct from said box office receipts a sufficient amount of money to pay the costs of stage hands, musicians, ushers, door men, ticket takers, spot light operators, motion picture operators, and any and all other employees of said Lessee who may be called in, either by said Lessor or by said Lessee, for the convenience of said Lessee and at the said Lessee's request, for said attraction provided for by this contract and lease, it being distinctly understood and agreed, however, that all and each of the above mentioned employees are and remain employees of the Lessee herein solely, and the Lessor is in no way or manner responsible for any moneys whatsoever claimed by said employees for work or labor done in any way in connection with said attraction.

The party of the first part and the party of the second part agree that:

1. The party of the first part will not advertise any performance, exhibition, attraction, or public display except with the specific permission of the Director of the auditorium as to the means and manner of such advertising, and shall advertise only in such papers and by such means and in such a manner as the Auditorium Director agrees to, and no billing, distributing or advertising of any kind whatsoever in the newspapers, or in any other form, paper, or manner shall be done by the Lessee without the actual and specific consent of the Auditorium Director. A violation of this clause is agreed and understood to be against the essence of this contract, and shall be considered a violation of the whole contract, rendering it voidable at the option of the Lessor.

2. That said Lessee will comply with all rules and requirements of the Police Department and Fire Department and other municipal authorities of Kansas City, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done anything on said premises during the term of this lease in violation of law.

3. That said Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven, nails, hooks, tacks or screws into any part of said building and will not make nor allow to be made any alterations of any kind therein; that no bills, signs or other articles shall be pasted, nailed or otherwise attached to any part of the interior of said building in such manner as to injure, deface or destroy the same, nor shall any signs, bills or other articles be in any manner attached to the exterior walls or said premises or any other portion of said premises without the approval of the Director of the auditorium.

4. That if said premises or any portion of said building during the term of this lease shall be damaged by the act, default or negligence of the Lessee, or of the Lessee's agents, employees, patrons, guests or any person admitted to said premises by Lessee, Lessee will pay to the Lessor upon demand such sum as shall be necessary to restore said premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises by or with the consent of any person acting for or in behalf of said Lessee, and said Lessee agrees to have on hand at all time sufficient police force to maintain order and protect persons and property. The Lessor assumes no liability for injury of any nature to persons or property received in or about said building and premises and the Lessee covenants and agrees to make no claim against the Lessor for damages for such injuries, and agrees to indemnify and hold harmless the Lessor against any claim for damages of such character, either to the Lessee or to any employees or to other persons including patrons or guests of the Lessee.

5. That said Lessee shall not assign this lease nor suffer any use of the said premises other than that herein specified, nor let nor underlet the same, nor suffer any article to be brought into or act done on said premises which vitiate or increase the premiums on the policy or policies of insurance held by the Lessor on its building, of which said premises are a part.

6. That the Advisory Board of the Municipal Auditorium and the Municipal Auditorium Director and anyone who shall present from them or him in writing a proper statement that that person is to be admitted, shall have at all times free access to said premises for the purpose of making necessary inspections or attend to any other matter which is usual and customary in the managing and regulating of said building. Further, that the Advisory Board of the Municipal Auditorium, through the Director of the Municipal Auditorium, shall have the right to select from the entire list of boxes, four boxes, if the performance, exhibition or display is given in the arena of the Municipal Auditorium, and if given anywhere else in the Municipal Auditorium, then the Advisory Board of the Municipal Auditorium, through the Director of the Auditorium, shall have the right to select from the entire list of available seats number of seats of his own choice, all said boxes and seats being provided to said Director for each and every performance, exhibition or display given, without cost or other remuneration.

7. That the keys and other locking devices shall at all times be in the possession and control of the Lessor.

8. Said Lessee agrees to abide by and conform to all rules and regulations from time to time adopted by or prescribed by the Lessor, for the government and management of said building; to take the proper care of the demised premises during said term; to quit and surrender up said demised premises to the Lessor at the end of said term in the same condition as at the date of the commencement of this contract and lease, ordinary use and wear thereof only excepted. The Lessee hereby acknowledges and recognizes that certain

portions of the Municipal Auditorium and certain functions that are carried on therein operate under certain union regulations and on a union basis. The Lessee agrees that if his particular function, exhibition, display, or use, is of the type that comes within these union rules recognized by the Director of the Municipal Auditorium, then the Lessee agrees to operate under them and abide by them.

9. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or its representatives may re-enter the same either by force or otherwise without being liable for any prosecution therefor, and may at its own option relet the said premises as the agent of said Lessee and receive the rent therefor, applying the same, first, to payment of such expenses as may be incurred in re-entering and reletting said premises, and then to the payment of the rent due under this contract and lease; the surplus, if any, to be paid over to the Lessee, and said Lessee covenants and agrees hereby to pay to the Lessor, on demand, the balance, if any, of the rental herein agreed to be paid remaining after deducting the net rental resulting from such reletting; but nothing herein contained shall be construed as imposing any obligation on the Lessor to relet or attempt to relet the said premises nor does the Lessor assume any such duty, nor shall anything herein contained be construed in any way to affect the obligation of the Lessee to pay the full amount of said rental in case said premises shall not be so relet.

10. That in case the Municipal Auditorium Building, or any part thereof, shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, lockouts, boycotts and civil insurrections, shall render the fulfillment of this lease by the Lessor impossible, then and thereupon this lease shall terminate; and in the event the term of this lease shall have begun prior to any such occurrence, the Lessee shall pay rental for said premises up to the number of hours as the unit of measuring at the rate herein specified; and in the event of any such occurrence prior to the beginning of the term of this lease, then this lease shall not become effective; and in either event, said Lessee hereby waives any claim for damages or compensation because of any such termination.

11. That the Lessor and its employees, servants and agents shall not be responsible for any damage or injury that may happen to the property of the Lessee, or to the property of the Lessee's agents, servants and employees, or to property that may belong to any other person, including any of the general public that may attend said leased portion of the Auditorium, where said loss arises from theft, fire or any other circumstance, and said Lessee hereby expressly releases Lessor from said losses and agrees to indemnify it against any and all claims for such loss, damage or injury in cases both where the Lessee is the actor and in cases where the Lessee has, in compliance with this contract and lease, entered into a sub-lease or sub-contract.

12. That the Lessor, through its concessionaire, reserves the sole right to sell refreshments, including food, confectionery, drinks, cigars, cigarettes and other such articles, and the right to conduct check stands, and the Lessee shall not engage in any of the aforesaid business in the building, without the written consent of the Director of the Auditorium.

13. That the Lessor reserves the right to remove from the building all effects of whatsoever nature left within it by the Lessee after the expiration of the time covered by this contract and lease; or to charge an additional rental at the same rate per date provided in this contract if written notice is given to remove such effects to the Lessee, and they are not immediately removed; and the Lessee agrees to pay to the Lessor an amount to cover the cost of removing such effects or the cost of such additional rental.

14. That in the handling, control, custody, and keeping of receipts and funds and moneys, whether the same are received through the box office or otherwise, the Lessor is acting for the accommodation and benefit of the Lessee, and that as to such receipts and funds the Lessor shall be responsible only for gross neglect or bad faith. The Lessee promises to do no act that will prejudice the insurance of the Lessor concerning the bonding of the employees of the Lessor in the handling of the box office receipts. The Lessee further agrees with the Lessor that the only persons who are to have the right to be in the box office are those employees of the Lessor directly engaged in the box office work, the Director and Auditor of the Municipal Auditorium, and the manager of the Lessee for the purpose of checking the number of sales made, and no others.

15. The Lessee hereby agrees that the Lessor has the unqualified right to cancel this contract and lease without refunding any money paid thereunder, or without any loss or detriment to said Lessor if the Lessee has misrepresented in any manner or in any degree the type or nature of the attraction to be held in said leased premises, if said misrepresentation in any manner influenced said Lessor in entering into this contract and lease, and said Lessee hereby agrees that said Lessor is the sole judge, through its duly appointed agent, the Director of the Auditorium, of whether or not the said misrepresentation did so influence it in entering into said contract and lease; further said Lessee assumes the duty of disclosing to said Lessor whether or not the attraction to be held in said leased premises is in any manner or means of a political nature, and failure to so disclose makes this contract and lease voidable at the election of the Lessor.

16. And the said Lessee further covenants, agrees and understands that if any default is made in the payment of the rent or any part thereof at the time above specified, or if any default is made in the covenants or agreements herein contained, this contract and lease and the relation of landlord and tenant at the option of the Lessor, shall cease and terminate and the relation of the parties shall be the same in all respects as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons therefrom, and resort to any legal proceeding to obtain such possession, and the said Lessee shall notwithstanding said re-entering, pay the full amount of said rental as herein agreed to be paid.

The party of the first part and the party of the second part hereby agree, stipulate, and recognize that in the entering of this contract and lease they are not in any way partners, co-partners, or in any way jointly interested in any mutual enterprise but are to each other Lessor and Lessee respectively, and occupy that status only.

This agreement shall bind the parties and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the city of Kansas City, Missouri, a municipal corporation, represented in this contract by its Auditorium Director, has caused this contract to be signed by its Auditorium Director, for and on behalf of Kansas City, Missouri, and the Lessee has signed the same in duplicate the day and year first above written.

KANSAS CITY, MISSOURI

By Louis J. Lower
Municipal Auditorium Director.

This contract is subject to clause # 17, University of Kansas Basketball Coach
which is on the back of this contract.

By _____
Party of the Second Part.

BASKETBALL GAMES
Arena - January 30, 1943.

17. The parties hereto being cognizant that the United States is at war and that a war emergency exists and that demands have been made by the United States Government upon the City and its facilities, and that other demands may in the future be made, it is therefore understood and agreed between the parties hereto that in the event the United States Government, or any department or agency thereof, desires to lease or use any part of the Municipal Auditorium Building involved or affected by this lease, then this lease may be immediately cancelled by the lessor without notice thereof; and furthermore the lessor also reserves the right to change the dates herein specified at lessor's discretion, and the lessee hereby waives any claim he may have or which might arise by reason of such cancelation or change of dates.

and on behalf of Kansas City, Missouri, and the Lessee has signed the same in duplicate the day and year first this contract by its Auditorium Director, has caused this contract to be signed by its Auditorium Director, for IN WITNESS WHEREOF, the city of Kansas City, Missouri, a municipal corporation, represented in

This agreement shall bind the parties and their respective heirs, executors, administrators and assigns, interested in any mutual enterprise but are to each other lessor and lessee respectively, and occupy that status the entering of this contract and lease they are not in any way partners, co-partners, or in any way jointly

The party of the first part and the party of the second part hereby agree, stipulate, and recognize that in to be said and the said Lessee shall notwithstanding said re-entering, pay the full amount of said rental as herein agreed

10. And the said Lessee further covenants, agrees and understands that if any default is made in the disclose makes this contract and lease voidable at the election of the Lessor.

11. The Lessee hereby agrees that the Lessor has the undivided right to cancel this contract and lease the manager of the Lessee for the purpose of checking the number of sales made, and no others.

12. That the Lessor directly engaged in the box office work, the Director and Auditor of the Municipal Auditorium, and with the Lessor that the only persons who are to have the right to be in the box office are those employees of

13. That in the handling, control, custody, and keeping of receipts and funds and moneys, whether the amount to cover the cost of removing such effects or the cost of such additional rental

14. That the Lessor shall not engage in any other business in the building, without the written consent of

15. That the Lessor, through its employees, servants and agents shall not be responsible for any damage

16. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or

17. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or

18. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or

19. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or

20. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or

21. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or

22. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or

23. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or

DEPARTMENT OF
MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

Lessor,

TO
Dr. Forrest C. Allen

Director of Physical Education, Kansas Un.

Lessee.

February 4, 1943.

Lieut. Jack Gardner,
Olathe Air Base,
Olathe, Kansas.

Dear Jack:

Please find enclosed check for \$300.00 for
the guarantee of your team in Kansas City for two games
at \$150.00 per game.

Thanking you for your participation, I am

Sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH
Enc.

February 4, 1943.

Mr. George Edwards,
Basketball Coach,
University of Missouri,
Columbia, Missouri.

Dear George:

I am sending you a check from the Athletic Association for \$1576.22 for the University of Missouri's share of the two basketball games on January 29 and 30 in Municipal Auditorium. Will you kindly turn this over to Mr. Virgil Spurling for his attention?

I am also sending you a box office statement for the two games together with the Municipal Auditorium box office settlement. The referees, announcers and so forth were arranged and paid for by Mr. Reaves Peters, the Commissioner of the Big Six. He submitted his statement to the management of the Auditorium and they paid the bill. And then the net amount was turned over to us and we are sending you one-third of this amount after \$300.00 had been deducted for the Olathe Air Base. You remember that Jack Gardner was to get \$150.00 a game.

If there is anything not clear in this statement to you or Mr. Spurling please communicate with me and I will endeavor to clarify anything that is not easily understood.

Very cordially yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

February 4, 1943.

Lieut. Paul D. Hinkle,
Great Lakes Naval Training Station,
Great Lakes, Illinois.

Dear Tony:

I am sending you a check from the Athletic Association for \$1576.22 for Great Lakes share of the two basketball games on January 29 and 30 in Municipal Auditorium.

I am also sending you a box office statement for the two games, together with the Municipal Auditorium box office settlement. The referees, announcers, and so forth were arranged and paid for by Mr. Reaves Peters, the Commissioner of the Big Six. He submitted his statement to the management of the Auditorium and they paid the bill. And then the net amount was turned over to us and we are sending you one-third of this amount after \$300.00 had been deducted for the Olathe Air Base. You remember that Jack Gardner was to get \$150.00 a game. We greatly enjoyed the game with Great Lakes. You have a great outfit.

Very cordially yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH
Enc.

April 10, 1942.

Mr. J. H. Vandenberg, Manager,
The St. Louis Hotel,
Perry, Oklahoma.

Dear Mr. Vandenberg:

Thanks for your letter of the 9th instant. I'll take your word for it, so send along the bill and the check will be forthcoming.

In the rush of things I must have walked away without paying the bill, and I beg your pardon for the delay caused by my absent-mindedness.

Very sincerely yours,

FCA:AH

Director of Physical Education and Recreation,
Varsity Basketball and Baseball Coach.

The St. Louis Hotel

MRS. M. K. SCHEMMER, PROP.

STEAM HEATED

ROOMS WITH BATH

TELEPHONES

Perry, Oklahoma Apr. 9, 1942.

Forrest C. Allen,
Dear Mr. Allen;-

Peculiar things do happen, absentmindedness is no worse than preconcieved ideas.

After checking over what happened when you left here I think I know about what happened- You started to pay the bill and then in the process of gettin some other things on the bill for the boys, you thought you had paid it; and Mrs. Vandenberg was so sure in her own mind that we would get a check from the college that she never mentioned the fact that you hadn't done so.

The reason I never brought the matter up sooner was because I was giving it time to go through the routine it would have to if it was paid through the college.

I know you dont want something for nothing, and we are that way too; we do not want to be paid twice; we appreciate your patronage and respect you and esteem your friendship highly.

I dont know how you keep books on your funds, However if you cannot reconstruct the matter in your mind and be satisfied that you didn't pay us, please forget the whole matter and and there will be no bad feeling about it as it is a matter that I would sooner not collect than collect and always leave a feeling with you that we probably got to you.

Sincerely,

StLouis Hotel by,

M. K. Schemmer

February 5, 1943.

Mr. J. H. Vandenberg, Manager,
The St. Louis Hotel,
Perry, Oklahoma.

Dear Mr. Vandenberg:

Our basketball team will arrive in Perry on the 17th, and we will desire accommodations at your hotel. There will be twelve in our party.

We see Miss Ruth occasionally. Give our regards to Mrs. Vandenberg.

Very sincerely yours,

FCA:AH

Director of Physical Education,
Varsity Basketball Coach.

February 5, 1943.

Mr. Marsh B. Woodruff,
Secretary,
Chamber of Commerce,
Perry, Oklahoma.

Dear Marsh:

It is swell of you to make the arrangements for us to get from Perry to Stillwater and return. I believe it would be better to use the private cars than the trailer.

There will be twelve in our party, and we will leave here the night of the 16th, arriving in Perry on the 17th.

With kindest regards to you, I am

Very sincerely yours,

FCA:AH

Director of Physical Education,
Varsity Basketball Coach.

Office of Secretary

PERRY CHAMBER OF COMMERCE

PERRY SALES DAY ASSOCIATION - - - - NOBLE COUNTY FAIR ASSOCIATION

MASONIC BUILDING

TELEPHONE 684

PERRY, OKLAHOMA

February 4, 1943.

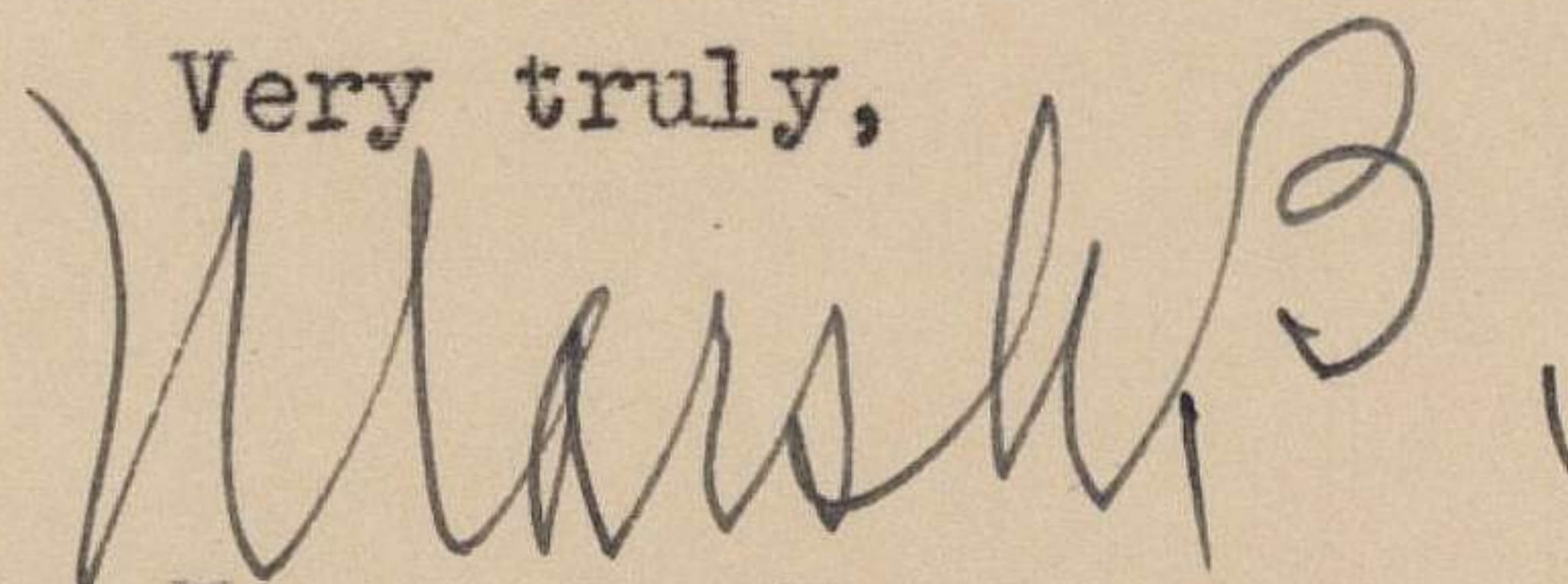
Dr. F. C. Allen
Director of Athletics
Kansas University
Lawrence, Kansas.

Dear Doctor Allen:

Am making arrangements for your boys to get from Perry to Stillwater and return. Bill says that he will take trailer with assurance of no flats or we'll take private cars--there is enough "B-Cards" to get the job done.

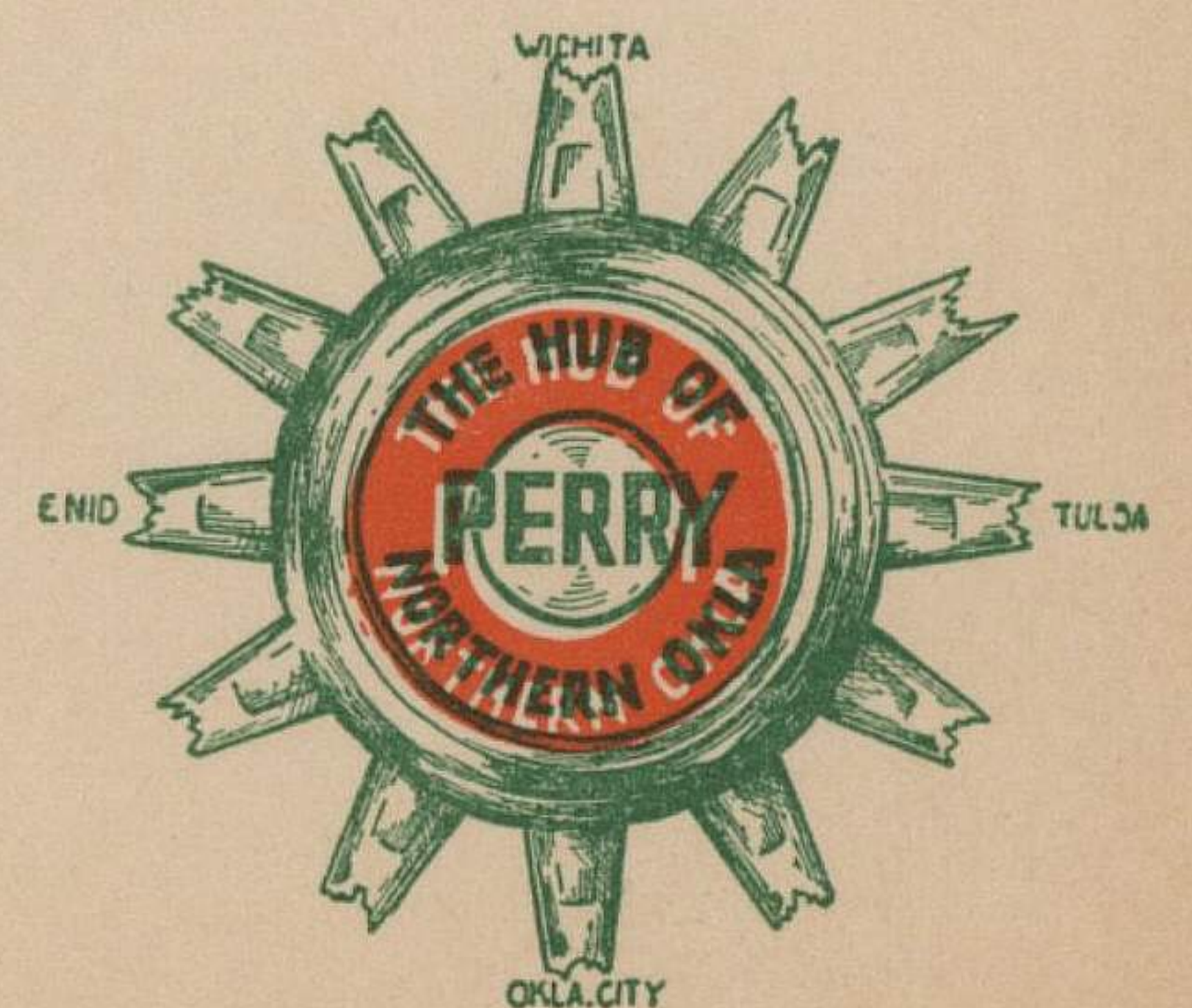
With kindest regards, I am

Very truly,



Marsh B. Woodruff,
Secretary.

mbw/lis



UNIVERSITY OF MISSOURI
COLUMBIA

INTERCOLLEGIATE ATHLETICS

February 6, 1943.

Dr. F. C. Allen,
Director of Physical Education,
University of Kansas,
Lawrence, Kan.

Dear Dr. Allen:

The check and financial reports for the recent games in Kansas City have been received. Your report is very clear to me and, I hope, will meet the requirements of the auditor. I see no reason why it shouldn't.

It is needless for me to say that I am pleasantly surprised at the size of our share. After our dismal showing on the first night my personal reactions were that we should have been charged admissions for our players. However, the 62% scoring accuracy displayed by Great Lakes may have paved the way for a bigger crowd on the last night, and our come-back, I think, aided in making Saturday's show a pretty good one.

Please accept my sincere congratulations for the fine play of your boys on both nights. They certainly did credit to both you and themselves in the Great Lakes game. Sorry to read of Black's illness. Please extend to him my sympathy and wishes for a speedy recovery.

Yours truly,

Geo. R. Edwards.

George R. Edwards.

U. S. NAVAL TRAINING STATION
GREAT LAKES, ILLINOIS

February 8, 1943

Dear Phog:

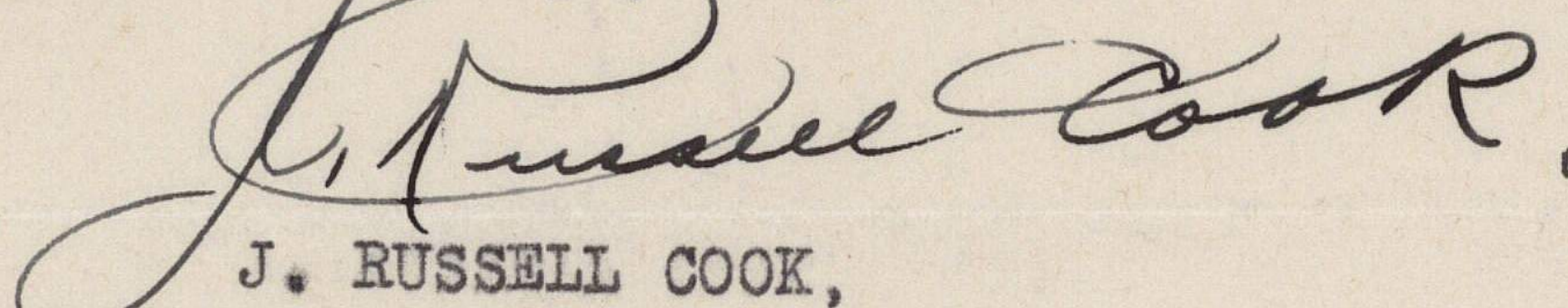
I acknowledge with thanks your letter of February 4 addressed to Lieutenant Paul D. Hinkle, along with your check in the amount of \$1576.22, representing our share of the net receipts from the basketball games played in Kansas City on January 29 and 30, and the financial statement covering these games.

We enjoyed these two games in Kansas City very much and we all hope that these fine athletic relations may continue.

The check is being forwarded today to the Welfare Officer of this station for deposit to the Welfare and Athletic Fund.

With kindest personal regards, I remain

Sincerely yours,



J. RUSSELL COOK,
Lieutenant Commander, USNR,
Athletic Officer.

Mr. Forrest C. Allen,
Director of Physical Education,
Varsity Basketball Coach,
University of Kansas,
Lawrence, Kansas.

February 12, 1943.

Mr. Henry P. Iba,
Basketball Coach,
Oklahoma A. & M. College,
Stillwater, Oklahoma.

Dear Hank:

Milton called my office this afternoon while I was out and left your message with my secretary.

We will be staying at the St. Louis Hotel in Perry, and if you could have someone come after me I will be happy to meet with your "Quarterback Club" on Wednesday noon.

It will be a pleasure to see you.

Sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

Great Lakey

Jan. 30

"Clippers" + Mrs. -
Jan. 29-30

January 25, 1943.

Lieut. Paul D. Hinkle,
Great Lakes Naval Training School,
Great Lakes, Illinois.

Dear Tony:

I have just talked to the Auditorium people. They will use a six by four foot glass backboard, and we are using a stitched, laceless basketball.

I also talked to Lou Lower, the manager of the Auditorium, and he states that very definitely he will guarantee that you will have no trouble in catching the El Capitan for Chicago. He has talked to the railroad people and they have guaranteed him definite transportation for you on the El Capitan.

I have talked to Reaves Peters over the phone regarding officials. Ronald Gibbs cannot be here for Friday night but Peters can obtain him for Saturday night. I have asked that he obtain him even for Saturday night. I have also asked Peters to inform us at once or as soon as possible the men he has selected. I do not know at present because he has not announced the selection, but we will advise you as soon as he has advised us.

Very sincerely yours,

Director of Physical Education,
Varsity Basketball Coach.

FCA:AH

Fanny Hunkle

El Capitan

CLASS OF SERVICE
 This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

SYMBOLS
DL = Day Letter
NT = Overnight Telegram
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

A. N. WILLIAMS
 PRESIDENT

NEWCOMB CARLTON
 CHAIRMAN OF THE BOARD

J. C. WILLEVER
 FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

KAZ62 32 GL GREATLAKES ILL 25 940A

DR FORREST C ALLEN=

1943 JAN 25 AM 10 50

UNIVERSITY OF KANSAS KR=

WE WILL PLAY AT TIME YOU THINK BEST. HOWEVER IT IS ABSOLUTELY NECESSARY WE BOARD THE ELCAPITAN FOR CHICAGO AT 11:37. PLEASE ADVISE WHAT TYPE OF BOARDS AND BALL WILL BE USED=

LT PAUL D HINKLE.



11:37.

TELEPHONED TO ads
 TIME _____ BY B